LEGACIES AND DEVISES — CONSTRUCTION — FORFEITURE ON CONDITION — HAPPENING OF CONDITION IN TESTATRIX'S LIFETIME. — The testatrix ordered her trustee under the will to pay four thousand dollars annually to her son, but provided "that if my son shall marry A, the trustee shall thereafter pay only two thousand dollars, instead of four thousand dollars, per year." The son married A before the testatrix died. A statute provided, "Where a limitation, condition, or future interest is created by will, the death of the testatrix is to be deemed the time of the creation of the limitation, condition, or interest" (CAL. CIV. CODE, § 749). Upon the death of the testatrix, the son claimed to be entitled to four thousand dollars annually. *Held*, that he was. *In re Duffill's Estate*, 183 Pac. (Cal.) 337.

Such a condition in restraint of marriage is valid. *Gillet* v. *Wray*, 1 P. Wms. 284; *In re Nourse*, [1899] 1 Ch. 63. See 4 B. R. C. 64 *et seq.* But the effect of such a forfeiture provision is disputed when the marriage occurs in the testator's lifetime. The gift has been held forfeited where the condition was not in restraint of marriage. *Wynne* v. *Wynne*, 2 Keen, 778; *Metcalfe* v. *Metcalfe*, [1891] 3 Ch. 1. Where the condition is in restraint of marriage, however, there is some support for the rule in the principal case that the gift is not forfeited. *Chapman* v. *Perkins*, 1905 A. C. 106; *Brown* v. *Severson*, 12 Heisk. (Tenn.) 381. But other courts have reached the contrary conclusion. *Phillips* v. *Ferguson*, 85 Va. 509, 8 S. E. 241; *In re King*, [1892] I. L. Rep. 29 Eq. 401; *Greene* v. *Kirkwood*, [1895] 1 I. Rep. 130. On principle, the latter view seems preferable. *Prima facie*, words of futurity should be read as speaking from the date of the execution of the will. See *Perkins* v. *Chapman*, [1904] 1 Ch. 431, 436. The court relied, in the principal case, on the statutory provision, and the fact that the claimant was to receive his annuity from a trustee, whose control over the property dated from the death of the testatrix. But that the interest is to be deemed created at the time of the testatrix's death is not inconsistent with a provision for alternative interests, the ruling one to be determined by a course of events either prior or subsequent to her decease. Nor, since the son was to take in any event, does a provision for payments to him by the trustee under the will indicate that a marriage prior, as well as subsequent, to her death was not contemplated by the testatrix. It seems that the clear intent to reduce the legacy, should a specific union, whenever consummated take place, might properly have been regarded.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACTS — RETROACTIVE EFFECT OF AN AMENDMENT. — A workman was injured in the course of his employment and rendered physically helpless, so as to require a constant attendant. After the injury occurred an amendment to the Workmen's Compensation Act went into effect, providing that the monthly payment to such a workman "shall be increased $20 per month so long as such requirement shall continue" (WASH., LAWS OF 1917, c. 28). This suit was brought to recover the increased allowance from the date on which the amendment went into effect. *Held*, that the plaintiff recover. *Talbot* v. *Industrial Insurance Commission*, 183 Pac. 84 (Wash.).

Compensation acts, because of their remedial nature, are liberally construed. See *Virginia & Rainy Lake Co.* v. *Dist. Ct.*, 128 Minn. 43, 47, 150 N. W. 211, 213; *J. C. Coakley's Case*, 216 Mass. 71, 73, 102 N. E. 930, 932. But see *Andrejwski* v. *Wolverine Coal Co.*, 182 Mich. 298, 303, 148 N. W. 684, 686. But they are usually held not to operate retroactively. *Western Coal Co.* v. *Corkille*, 96 Ark. 387, 131 S. W. 963; *Wright* v. *So. Ry. Co.*, 123 N. C. 280, 31 S. E. 652; *Stoll* v. *Daly Mining Co.*, 19 Utah, 271, 57 Pac. 295. This accords with the general rule of construction that statutes operate prospectively only, unless the contrary intent of the legislature clearly appears. *Estate of Van Kleeck*, 121 N. Y. 701, 25 N. E. 50. See *Haverhill* v. *Marlborough*, 187 Mass. 150, 155, 72 N. E. 943, 945. The same rule applies to amendments. *Coon* v. *Kennedy*,

91 N. J. L. 598, 103 Atl. 207; *Boyer* v. *Crescent Paper Box Factory*, 143 La. 368, 78 So. 596. However, the principal case is distinguishable. The words of the amendment are sufficiently broad to include compensation from the date on which it went into effect for injuries received prior to that date. The obvious purpose of the legislature — to meet the hardship caused by the expense of an attendant — could be fully accomplished only by giving the amendment this retroactive effect. On the other hand, to allow this retroactive operation impairs no existing right. These considerations seem sufficient to take the case out of the general rule favoring a prospective operation. See *City of Montpelier* v. *Senter*, 72 Vt. 112, 113, 47 Atl. 392, 393. See 2 LEWIS' SUTHERLAND, STATUTORY CONSTRUCTION, 2 ed., § 674.

MASTER AND SERVANT — WORKMEN'S COMPENSATION — VIOLATION OF STATUTE AS BAR TO RECOVERY. — The Quarries Act made it a crime to go near a blasting charge within one half hour after a misfire. Plaintiff's deceased, a quarryman whose duty it was to do blasting, was killed by a hangfire when recharging the blast after ten minutes. In a proceeding to recover workmen's compensation, *held*, that an award be refused. *Matthews* v. *Pomeroy*, 54 L. J. 223 (Court of Appeal).

Where disobedience to an order of the employer is a causal factor in the injury, in the following four cases it is generally held that the accident did not arise out of the employment: (1) Where the order was disobeyed that the employee might do something not at all a part of his employment for his own purposes. *Lowe* v. *Pearson*, [1899] 1 Q. B. 261. (2) Where such disobedient act was done because of personal advantage to the employee, though physically within the employment. *Weighill* v. *South Hetton Coal* Co., [1911] 2 K. B. 757. (3) Where such disobedience though done with the employer's interest in mind was in an undertaking to do something the employee was not employed to do in any way. *Jennkison* v. *Harrison Co.*, 4 B. W. C. C. 194 (1911). (4) Where such disobedient act added risk for no reason at all. *Schelf* v. *Kishpaugh*, 37 N. J. LAW J. 173. But where none of the above elements is present and the employee was doing what he was employed to do, it is perfectly clear that the fact that he disobeyed express orders will not prevent the accident from arising out of the employment. *Harding* v. *Brynddu Colliery Co.*, [1911] 2 K. B. 747; *Chicago Railways Co.* v. *Industrial Board*, 276 Ill. 112, 114 N. E. 534. The same rules would seem to apply in the case of the violation of a criminal statute as in the case of disobedience to the employer's orders. Therefore the court seems unwarranted in basing its decision on the ground that the accident did not arise out of the employment. It might be argued that it is against general public policy to award compensation when the workman was injured in the commission of a crime. But where death occurs, such an argument is not sound in the face of specific public policy as expressed by the Workmen's Compensation Act, which allows recovery in spite of serious or willful misconduct where death or total disability occurs. See 6 EDW. VII, c. 58.

QUASI CONTRACTS — MONEY PAID UNDER DURESS OR COMPULSION OF LAW — SUFFICIENCY OF PROTEST TO PERMIT RECOVERY OF TAX. — The plaintiff paid his taxes to the dependant and obtained receipts endorsed, "Paid under Protest." The taxes were collected under proper warrants but there was no threat of levy on the plaintiff's property. The taxes were afterwards declared invalid and plaintiff sued to recover. *Held*, that he could not do so. *Albro* v. *Kettelle*, 107 Atl. 198 (R. I.).

Invalid taxes, paid voluntarily, cannot be recovered whether or not a protest is made. *Railroad Co.* v. *Commissioners*, 98 U. S. 541; *Cincinnati, R. & Ft. W. Ry. Co.* v. *Wayne Township*, 55 Ind. App. 533, 102 N. E. 865. And it has often been said that a payment is voluntary unless there is a threat of immediate